


Return Address:
James E. Hungerford
P. O. Box 1191
Shelton, WA 98584


200407080023
Skagit County Auditor
7/8/2004 Page 1 of 3 8:57AM

NOTICE OF TRUSTEE'S SALE

GRANTOR: James E. Hungerford

GRANTEE: the public, Desiree Demery, Jose Manuel Garcia

LEGAL DESCRIPTION (abbreviated): Lot 62, Cedargrove on the Skagit (full description on page 1.)

ASSESSOR'S PARCEL NO.: 3877-000-062-0009/P64122

I.

NOTICE IS HEREBY GIVEN to the Grantees, the public and Desiree Demery and Jose Manuel Garcia, wife and husband, that the Grantor herein, James E. Hungerford, Attorney at Law, the undersigned Trustee, will on the 15th day of October, 2004, at the hour of 10:00 A.M. at the Skagit County Courthouse at 205 W. Kincaid, in the City of Mount Vernon, State of Washington, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in the County of Skagit, State of Washington, to wit:

Lot 62, "CEDARGROVE ON THE SKAGIT," as per plat recorded in Volume 9 of Plats, pages 48 through 51, inclusive, records of Skagit County, Washington;

TOGETHER WITH all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, including a 1977 KIT Mobile Home, 70x14, Vehicle I.D. No. 0229N3S5932, and the rents, issues, and profits of the property;

Tax Parcel No.: 3877-000-062-0009/P64122;

which is subject to that certain Deed of Trust dated December 1, 2003, and recorded December 9, 2003, under Auditor's File No. 200312090120, records of Skagit County, Washington, from Desiree Demery and Jose Manuel Garcia, wife and husband, as Grantors, to Land Title Company of Skagit County, as Trustee (James E. Hungerford, Attorney at Law, is successor Trustee), to secure an obligation in favor of John van Aubel and Katie van Aubel, husband and wife, as Beneficiaries.

II.

No action commenced by the Beneficiaries of the Deed of Trust is now pending to seek satisfaction of the obligation in any court by reason of default of the Borrower or Grantor on the Deed of Trust on the obligation secured by the Deed of Trust.

III.

The defaults for which this foreclosure are made are as follows:

Failure to pay when due the following amounts, which are now in arrears:

Payments due May 5, 2004, through June 5, 2004	\$1,038.08
Late fees	150.00

Real Estate tax – first half 2004
Total

332.40
\$1,520.48

The other defaults are as follows:

Failure to keep the property subject to the deed of trust insured.

IV.

The sum owing on the obligation secured by the Deed of Trust is: principal \$43,947.48 together with interest as set forth above and, as provided in the note secured from the 2nd day of April, 2004 and such other costs and fees as are due under the note secured, and as are provided by statute.

V.

The above-described real property will be sold to satisfy the expense of sale and the obligations secured by the Deed of Trust as provided by statute. The sale will be made without warranty, express or implied, regarding title, possession, or encumbrances on the 15th day of October, 2004. The defaults referred to in paragraph III must be cured by the 4th day of October, 2004 (11 days before the sale date), to cause a discontinuance of the sale.

The sale will be discontinued and terminated if at any time on or before the 4th day of October, 2004 (11 days before the sale date), the defaults as set forth in paragraph III are cured, any other amounts in default at that time are paid, and the Trustee's fees and costs are paid. The sale may be terminated any time after the 4th day of October, 2004 (11 days before the sale date), and before the sale by the Borrower, Grantor on the Deed of Trust, any Guarantor or the holder of any recorded junior lien or encumbrance paying the entire principal and interest secured by the Deed of Trust, plus costs, fees, and advances, if any, made pursuant to the terms of the obligation and/or Deed of Trust, and curing all other defaults.

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor on the Deed of Trust at the following address:

46469 S. Baker Loop Rd.
Concrete, WA 98237

by both first class and certified mail on the 28th day of May, 2004, proof of which is in the possession of the Trustee; and the Borrower and Grantor on the Deed of Trust was personally served with said written notice of default or the written notice of the default was posted in a conspicuous place on the real property described in paragraph I above on the 2nd day of June, 2004, and the Trustee has possession of proof of such service or posting.

VII.

The Trustee whose name and address are set forth below will provide in writing to anyone requesting it, a statement of all costs and fees due at any time prior to the sale.

VIII.

The effect of the sale will be to deprive the Grantor on the Deed of Trust and all those who hold by, through or under the Grantor on the Deed of Trust of all their interest in the above-described property.



IX.

Anyone having any objection to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper ground for invalidating the Trustee's sale.

X.

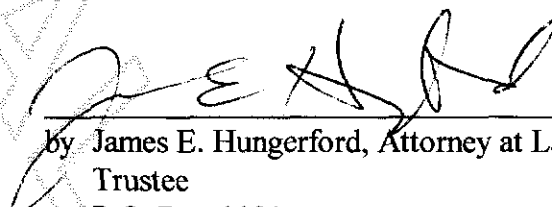
NOTICE TO OCCUPANTS OR TENANTS

The Purchaser at the trustee's sale is entitled to possession of the property on the 20th day following the sale, as against the grantor under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupants and tenants. After the 20th day following the sale the purchaser has the right to evict occupants and tenants by summary proceedings under the unlawful detainer act, chapter 59.12 RCW.

XI.

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.


Dated: July 2, 2004


by James E. Hungerford, Attorney at Law
Trustee
P.O. Box 1191
Shelton, WA 98584
360-427-5097

STATE OF WASHINGTON)
) ss.
COUNTY OF MASON)

On this 2nd day of July, 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES E. HUNGERFORD to me known to be the individual that executed the foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.


Notary Public in and for the
State of Washington, residing at Shelton
My Commission Expires: Oct 7, 2006

